

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND**

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PROVIDENCE AUTO BODY, INC.  
Plaintiff

CIVIL ACTION NO:

v.

MASERATI, USA.  
Defendant

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**PARTIES**

1. Plaintiff, Providence Auto Body, Inc., d/b/a North American Auto Sales, is a corporation duly authorized to conduct business in the State of Rhode Island.
2. Defendant, Maserati USA., is a corporation duly authorized to conduct business in the State of Rhode Island

**JURISDICTION**

3. Jurisdiction is conferred upon this Court by 15 U.S.C. §2310(d), Magnuson-Moss Warranty – Federal Trade Commission Improvement Act. Jurisdiction is further conferred as the Defendant, Maserati USA. has sufficient minimum contact with the State of Rhode Island, and the matter in controversy exceeds the sum of \$50,000 exclusive of interest, costs, and fee

**FACTS AS TO ALL COUNTS**

4. On or about October 26, 2017 Plaintiff, Providence Auto Body, Inc. leased for the term of 24 months from the Defendant's agent and/or authorized dealer Herb Chambers of Wayland one 2018 Maserati Levante 345 SUV automobile, with VIN No. ZN661XULXJX273023 for the total lease payment of Fifty Thousand Three Hundred Eighty-Nine (\$50,389.04) Dollars. Plaintiff is also paying insurance premiums for the vehicle for two (2) years as well as all applicable State and Municipal Sales, Use, and Property taxes and incurred other economic losses.

5. Defendant is the importer and wholesaler of said vehicle.
6. Defendant is the warrantor of said vehicle pursuant to 15 U.S.C. §2301(5).
7. Plaintiff is a consumer pursuant to 15 U.S.C. §2301(1).
8. Plaintiff re-alleges paragraphs 1-7 of this Complaint.

**COUNT I**

**MAGNUSON-MOSS WARRANTY ACT**

9. Shortly after the lease of said vehicle, Plaintiff became aware of certain defects or malfunctions that have been documented by authorized servicing agents of the Defendant.
10. Said defect was/is a loud and annoying squeak in the brakes of the vehicle when the brake pedal is depressed.
11. Pursuant to 15 U.S.C. §2304(a)(4), Defendant, through its authorized servicing agents, has had a reasonable number of attempts to remedy the defects or malfunctions, all to no avail, rendering the vehicle unfit for its intended purpose.
12. Herb Chambers has indicated to Plaintiff that Defendant Maserati has instructed it not to continue to attempt to remedy said defect.
13. Maserati has indicated to the Plaintiff, that the defect is a normal characteristic of the vehicle. And that Maserati will no longer take part in any attempt to remedy the defect.

**WHEREFORE**, Plaintiff demands this Court rescind said lease contract, return said motor vehicle to Maserati, USA and refund all lease payments, award other economic loss and consequential damages, along with attorney's fees and costs as provided in 15 U.S.C. §2304(a)(4) and 15 U.S.C. §2310(d)(2).

**COUNT TWO**

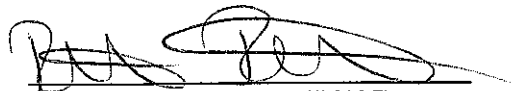
**RHODE ISLAND**

**UNIFORM COMMERCIAL CODE**

14. Plaintiff hereby invokes the Pendent and Ancillary jurisdiction of this Court.
15. Plaintiff re-alleges paragraphs 1 through 13 of this Complaint.
16. Defendant is a “merchant” as defined in R.I. Gen. Laws §6A-2-104.
17. The subject matter of this Complaint, one 2018 Maserati Levante 345 is a “good” as defined in R.I. Gen. Laws §6A-2-105.
18. As the Defendant is a merchant with respect to the 2018 Maserati leased by Plaintiff, said transaction created an implied warranty that the vehicle was of merchantable quality and fit for ordinary purposes in accordance with R.I. Gen. Laws §6A-2-314.
19. Upon purchase, Plaintiff inspected the vehicle but failed to observe or detect the defect(s) or malfunction(s) described in paragraph 10 herein.
20. Shortly after the leased the Plaintiff became aware of defect(s) or malfunction(s) with the brakes to which they loudly squeak every time the brake pedal is depressed. Such defect(s) rendered the vehicle unfit to drive.
21. Servicing agents of Defendant were afforded several opportunities to remedy said defect(s) or malfunction(s) to no avail.
22. As a result of the defect(s) mentioned in paragraph 20 the vehicle was unfit for its ordinary purpose, would not pass without objection in the trade, and was thus unmerchantable at the time of sale.
23. As a proximate result of the unmerchantable quality of the 2018 Maserati Levante 345, Plaintiff has suffered economic losses.

**WHEREFORE**, Plaintiff demands this Court void said lease contract, order Maserati to take back said vehicle. Award Plaintiff a refund of all lease payments along with consequential and incidental damages, and with reasonable attorney's fees.

Providence Auto Body, Inc.  
By its Attorney,  
Petrarca & Petrarca Law Offices



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**Plaintiff hereby requests a trial by jury.**

Dated: 12/12/2017